

CERTIFIED TRANSLATION

[Translator's note: Only specific Articles, Sections, and paragraphs, in file titled '05092018170802-0001,' have been translated, as instructed by client.]

ARTICLE 1
PARTIES

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STATEMENT OF PRINCIPLES

The parties, aware of the fact that collective bargaining is an effective vehicle for dialogue and reason, a means for social peace which makes the parties equal, and a form of interrelationship, recognize the need to promote and maintain the good relationship existing between the personnel and the administration of the **CORPORATION** as the most effective way in which to maintain a peaceful employer-employee relationship and achieve the improvement of the services provided by the same. The efficiency, productivity, punctuality and behavior of employees are factors inherent in promoting and maintaining the general welfare of the community.

The parties recognize their inescapable and main duty to improve more each day the services that the **CORPORATION** provides to the workers who are victims of workplace accidents.

The parties agree that in order to achieve said purposes, it is important to enter into collective bargaining in relation to wages, working conditions and full compliance with their respective rights and obligations under the Collective Bargaining Agreement executed below by virtue of the provisions of Law No. 103 enacted on June 28, 1969, as amended by Law No. 83 enacted on October 29, 1992.

[Two sets of initials on all pages.]



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ARTICLE 2
RECOGNITION

1. The **CORPORATION** recognizes the **UNION** as the exclusive representative of all of the employees in the appropriate unit described below, for collective bargaining in relation to wages, hours and general working conditions.

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4. If any controversy arises between the parties in relation to inclusion or exclusion of a position, classification or person in the appropriate unit herein defined, it shall be submitted to the Labor Relations Board for resolution, in accordance with the available legal mechanisms.

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ARTICLE 9
APPOINTMENTS, PROMOTIONS AND RECLASSIFICATIONS

All appointments of employees included in the appropriate unit shall be made following the following rules:

1. Employees included in the appropriate unit are classified as probationary, regular and temporary.
2. Employees appointed to regular positions are classified as probationary or regular:
 - a. Regular employees are employees who have satisfactorily passed the probationary period.
 - b. Probationary employees are employees who are appointed to regular positions including a trial period.
3. Temporary employees are employees who are appointed to perform tasks for a definite period to meet service needs requiring prompt attention and said tasks are not continuous or permanent.

Said period may not exceed six (6) months, except in cases in which the provisions of the Job Reservation Article apply. Upon conclusion of the above-referenced period, if the service is still needed, the **CORPORATION** may create the position, and if it does so, it shall publish the corresponding job posting. If the service is not needed, the employee's job shall end and, if the same received a satisfactory evaluation, he or she shall be included in the registry to be created by the Office of Personnel. The **CORPORATION** shall be obligated to perform an evaluation of the temporary employee upon the end of the period for which the same was appointed and specifically for each extension of said period.

Whenever the **CORPORATION** wants to hire temporary employees, it shall do so from the created registry. Temporary employees shall be included in said registry and shall remain in it for a period of twelve (12) months. During the effective period of this Agreement any employee included in said registry who does not answer or rejects a notice offering temporary employment shall be eliminated from it. Said notice shall be sent by certified mail with acknowledgment of receipt to the address given by said employee to the **CORPORATION**. Every four (4) months, the **CORPORATION** shall provide to the **UNION** a copy of an updated version of the above-referenced registry. In addition, the **CORPORATION** shall certify whether or not there are employees in the registry.

4. The **CORPORATION** shall not use temporary employees whenever it is feasible to offer internal tasks, to the employees of the appropriate unit, nor due to work volume, except in the Medical Area, where in order to perform a job a license is required and other comparable work areas.



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5. In cases in which there are no qualified employees in the registry for a temporary appointment, the **UNION** may submit candidates to be considered by the **CORPORATION**. The **CORPORATION** shall notify the President of the **UNION** of said Registry on a monthly basis.

6. Notice of Job Opening

- a. Job opening notices shall be notices that shall be open to the general public, including the employees of the **CORPORATION**. The experience and satisfactory evaluation of a temporary employee of the **CORPORATION** shall qualify the same to be chosen for said job.
- b. The selection of candidates for job openings shall be made based on the merit principle, in accordance with academic preparation and posting requirements. Preference shall be given to candidates with a previous history with the **CORPORATION** who have provided services satisfactorily as established by the Procedure for Certification and Selection of Applicants to Job Openings and Promotions belonging to the Union of Employees of the State Insurance Fund Corporation as agreed with the **UNION**.
- c. All selected candidates who are not a part of the **CORPORATION** in a Job Opening Notice, must submit to medical examinations to determine their physical and mental state, including drug tests performed by a laboratory duly certified by the Puerto Rico Department of Health.

All temporary employees or selected candidates in a job opening notice shall be referred to the Office of the **UNION** for an orientation interview with a **UNION** official.

- d. The **CORPORATION** shall send to the **UNION** a copy of the Certification of Eligible Persons for Job Openings of the appropriate unit before choosing the candidate.
- e. Temporary employees who compete in a Job Opening Notice and are selected shall be compensated in accordance with the Classification and Compensation Plan and any raise received under a Collective Bargaining Agreement shall be part of the salary of the employee.

7. Notice of Promotion Opening:

- a. The **CORPORATION** agrees to update its notice of promotion opening system for positions in the appropriate unit. The **CORPORATION** shall have a period forty-five (45) business days to update its current personnel system in accordance with the new requirements.

After the **CORPORATION** has complied with the provisions of the preceding paragraph, and if a job opening takes place within the appropriate unit, the **CORPORATION** shall have sixty (60) business days from the moment that the job opening takes place

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to circulate and award it. When the **CORPORATION** believes that it is not necessary to fill the job opening, it shall notify it to the **UNION** within that same period.

- b. Opening for promotion notices shall only be applicable to employees in the appropriate unit. Preference shall be given to regular employees of the appropriate unit over the other employees in it. A promotion takes place when an employee is changed from one position to another position with greater duties and for which a higher minimum rate of compensation than the one for the position occupied is provided. Employees covered by this Agreement may participate and shall be certified as long as they fulfill the requirements of the position, even if this would be a demotion for the same. Employees for which the circulated position would be a transfer may also participate and shall be certified. If there are no employees within the **CORPORATION** to cover said positions, the Notice shall be circulated once again at all levels of the class for transfer or promotion of employees. If there are no candidates within the **CORPORATION**, it may publish a notice in at least two (2) of the newspapers of higher circulation in the country in order for all citizens to have the same opportunity to occupy a position in the **CORPORATION**.
- c. All notices shall be in effect for twenty (20) days from the date on which they are circulated to the public and interested parties must submit their application with the Regional Director or the Recruiting Office of the Area of Human Resources within said period. The **CORPORATION** shall send a copy to the **UNION** of all notices for positions included in the contracting unit within a period of five (5) days from issuance of the same. If the **UNION** has reliable evidence of the fact that it did not receive the Notices within the established period, the **CORPORATION** shall circulate them again. Once the notice is no longer in effect, the **CORPORATION** shall send to the **UNION** a copy of the Certification of Eligible Persons for each higher position.
- d. Once the notice is no longer in effect, the **CORPORATION** shall send to the **UNION** the certification of eligible employees with up to five (5) candidates in accordance with the requirements established in the procedure agreed upon with the **UNION** for certification and selection of candidates.
- e. Once the **CORPORATION** chooses the candidate, in accordance with the aforementioned procedure, he or she shall be appointed within the next ten (10) business days. The **CORPORATION** shall send to the **UNION** a copy of the appointment letter within the next ten (10) business days.
- f. The **CORPORATION** shall notify the **UNION** of all newly created positions in the contracting unit including specifications as to class and description of duties.

8. Promotions and Reclassifications

Upon reclassification of a position or promotion of an employee, the latter shall receive the difference between the basic salary of the position that the same occupies and the position to



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which the same was promoted or reclassified, including the intermediate adjustment immediately higher, applied to the salary of the employee at the time of the promotion or reclassification, in no case shall receive a raise of less than Thirty-Five (\$35) Dollars. For purposes of this clause, the current scale for the different classes of positions within the current Classification Plan shall be used.

9. In case of emergencies resulting from immediate service needs, an employee may be assigned to perform tasks that are inferior to the tasks of his or her position for a period not to exceed twenty (20) consecutive business days without affecting his or her salary. Supervisors shall not make bad use of this provision and may only assign employees to perform tasks lower than the tasks of their position as provided above. When making use of said authority, the **CORPORATION** shall be obligated to respect the dignity of the employee and any task assigned to the same under this provision must be in some way related to the permanent tasks of the employee. The change shall be immediately notified to the President of the **UNION** or the corresponding delegate.
10. The **UNION** may recommend the creation of new classes and levels to the Administrator. The parties agree to perform a general revision of the Classification and Compensation Plan. For these purposes, the parties shall meet within the following one hundred and twenty (120) days from the signing of this Agreement to coordinate the conditions under which it shall be performed.
11. The **UNION** reserves the right to challenge before the Labor Relations Board the appointment of any employee who, in spite of occupying a managerial position, the **UNION** believes that the same is performing tasks or duties of the appropriate unit. The **CORPORATION** shall send to the **UNION** a copy of all notices circulated for a newly created managerial position within the following ten (10) days of issuance of it.
12. The **CORPORATION** shall notify the **UNION** of the intention to freeze, transfer or eliminate a position including the grounds for doing so. Furthermore, the **CORPORATION** shall notify the intention to lower the level of any vacant position covered by the appropriate unit including the grounds for doing so. If the **UNION** has an objection to the proposal by the **CORPORATION**, the parties shall hold a meeting to try to reach an agreement. If an agreement is not reached, it shall be submitted for consideration by the Complaints Committee, which shall include it under cases to be considered with priority.



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ARTICLE 12
EDUCATIONAL BENEFITS

A. Payment of College Tuition

1. The **CORPORATION** may pay the tuition of regular employees who are studying for an associate's, bachelor's, master's and doctorate degree up to a maximum of forty-eight (48) credits per fiscal year in any university duly accredited by the Council for Higher Education. The specialty or major must be related to the classes of positions existing in the **CORPORATION**. A Thesis course or Thesis seminar courses at a graduate or postgraduate level shall be paid a maximum of three (3) occasions.

The CORPORATION shall authorize payment of tuition for Professional Certificates when it is related to the duties of the employee and/or in cases in which it is a requirement for compliance by the CORPORATION with Law No. 101 enacted on June 26, 1965, as amended, known as the Health Facilities Act, the General Regulations for the Operation and Functioning of Health Facilities in Puerto Rico, Regulations No. 6044 of November 7, 1999, and the Regulations of the Secretary of Health No. 117 to Regulate the Licensing, Operation and Maintenance of Hospitals in the Commonwealth of Puerto Rico of December 21, 2004. Courses resulting in said certification must stem from an academic curriculum for an associate's, bachelor's or master's degree and have university credits.

2. It is provided that the employee must not change majors after beginning his or her studies and, if he or she does so, the latter must reimburse the expenses previously incurred as long as said courses are not validated by the University for the new chosen major.

3. The employee must file an application using the form provided by the **CORPORATION** for this purpose, which shall be available in the mechanized system at the Regional Offices, Dispensaries, Industrial Office and Main Office within the corresponding academic period. In order to have access to this benefit, the employee must maintain a general academic index of two points (2.00) in case of undergraduate studies; and of two point fifty (2.50) or more in case of graduate studies, which must be evidenced with a transcript of credits issued by the academic institution.

4. The **CORPORATION** shall also pay the enrollment fees and reimburse up to three hundred and fifty (\$350.00) dollars per semester for book and material expenses. The employee must present evidence of the incurred expense in order to receive the reimbursement, which shall be made

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by the Special Payer of the **CORPORATION**. One (1) business day shall be given for enrollment purposes, without in any way deducting it from vacation time. To be given said time, the employee must present evidence of the transaction made.

5. If the employee partially or completely withdraws from courses or does not approve his or her college courses, he or she must reimburse to the **CORPORATION** the payments made by the latter to cover the cost of credits, except when the employee provides evidence of the fact the he or she withdrew for reasons of force majeure such as, for example, health issues or service needs. In these cases, the employee shall not have to make a reimbursement. If it is necessary for the employee to make a reimbursement, he or she may apply for a payment plan by payroll deduction including an initial payment of fifty percent (50%) of the debt and up to a maximum of ten (10) months for payment of the debt in full. Once the payroll deduction has been authorized, the employee shall have access to new tuition payment authorizations. All requests for reimbursement of college tuition must be filed within the corresponding academic period. The merits of each request shall be evaluated in order to determine whether the request made merits authorization of payment of tuition. The employee may request reconsideration if his or her request is denied. The **UNION** may submit denied cases to the Complaints Committee if it believes that the request should have been granted.

6. Upon conclusion of each academic bimester, trimester, triannual period or semester, the employee shall show evidence to the **CORPORATION** of approved courses and of his or her general academic index. The employee must work for the **CORPORATION** for a period equal to the time paid by the **CORPORATION**.

7. If the academic institution offers student employees the option of doing their practice at their workplace, the **CORPORATION** shall give to the same the prioritized opportunity to do their practice at work as a result of having completed studies for a profession or job, in order to complete the requirements of the degree, subject to availability of the conditions to do so.

B. Development Courses

1. Employees may also be authorized official time and/or payment to enroll in external development courses that are directly related to the duties that they perform, up to a cost of five hundred (\$500.00) dollars per fiscal year. All requests for development courses must be filed in the Area of Education and Development thirty (30) days before the event. The employees covered by this Agreement shall also be authorized to take courses related to services offered by the **CORPORATION**. It shall be limited to one (1) course per Agreement year. By taking these courses related to the services, the employees shall acquire skills and knowledge in order for the **CORPORATION** to be able to reach its goals.



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2. The merits of each request shall be evaluated in order to determine whether the request made merits authorization of development course payment. The employee may request reconsideration if his or her request is denied. The **UNION** may submit denied cases to the Complaints Committee if it believes that the request should have been granted.
3. The **CORPORATION** shall develop a continued Training Program including at least five (5) trainings annually for the purpose of improving the quality of the services, training unionized personnel in different fields related to their jobs; among others, public relations, human relations, communication, knowledge of new techniques in the fields of nursing, physical therapy, occupational therapy and radiology. These trainings shall help the employees covered by this Agreement to acquire skills, knowledge and abilities that are necessary to perform the duties of the positions that they occupy, in order for the **CORPORATION** to be able to reach its goals.
4. In cases in which employee training is a legal requirement to be able to perform a job, or to maintain credentials or a professional license in effect, the attendance of the employee at seminars, trainings, workshops or conferences offered for the purpose of complying with the legal requirements shall be compulsory. This includes maintenance employees who handle biomedical waste, health professionals who must keep their credentials or licenses up to date, or any other employee whose duties require special training or continued education.
5. The **CORPORATION** shall also authorize trainings outside of it for Social Workers, Physical Therapists, Occupational Therapists, Nurses, Therapy Aids, Radiology Technicians, Qualified Electricians, Electrician Assistants, and other health care professionals, as long as they are related to their duties. The **CORPORATION** shall provide equal opportunity for participation to the employees covered by this Agreement in the aforementioned classes.
6. The **CORPORATION** shall give time during business hours to the employees covered by this Agreement to participate in a Union Education Program. This program shall consist of six (6) annual seminars coordinated by the **UNION** through the Area of Education and Development. The parties shall agree on the number of participants and the **UNION** shall choose the resources.
7. When the participation of a union member in development courses is compulsorily required by the **CORPORATION**, the member shall have the right to payment of per diem and mileage.

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ARTICLE 13
STUDY LEAVES AND GRANTS

GRANTS:

1. The **CORPORATION** may award grants for payment of tuition, grants and study leave when there is a need for specialized personnel or professional development in accordance with service needs. The **CORPORATION** shall circulate a notice informing all employees, including union employees, of the opportunity to receive said grants, as well as the conditions, terms and requirements of the same. Said grants shall only be awarded to employees of the **CORPORATION** who fulfill the requirements required by the institution which shall offer the courses or study programs. If the number of employee applicants exceeds the number of grants, a list shall be prepared of the applicants who meet the eligibility requirements established by the **CORPORATION**. Once the list of employees eligible for grants is prepared, the **CORPORATION** shall send copies of it to the President of the **UNION**, who shall be able to make the recommendations that the same may deem appropriate as regards award of the grants. If two or more union employees equally comply with the requirements for awarding a grant, seniority in the **CORPORATION** shall be a factor to be taken into consideration in the selection. At the time of announcement of the grant, the **CORPORATION** shall establish the grant amount taking into consideration tuition fees, housing expenses, book and study material expenses, and any other expense to be paid to the Academic Institution, in relation to the academic program in which the employee shall enroll. In case of personnel recruiting difficulties, the **CORPORATION** may use grants as a tool for recruiting.

2. If the employee completely or partially withdraws from the courses taken by the same in an academic institution, he or she must reimburse to the **CORPORATION** the payments made by the latter as a result of the given grant, except when an employee withdraws from courses as a result of an illness, which must be medically verified at the satisfaction of the **CORPORATION**; in these cases the employee shall not have to make the reimbursement.

3. The **CORPORATION** shall grant an unpaid leave to the employee for the period of duration of the grant and, upon returning to his or her job, the employee shall be reinstated to it with all of the rights that the same would have achieved if he or she had been in active service.

4. The employee must work for the **CORPORATION** for a period equal to the time paid by the **CORPORATION** after finishing his or her studies. This obligation of the employee to the **CORPORATION** shall be formalized by executing an agreement before the **CORPORATION** makes disbursement of any amount in respect of study grants and leaves.

PAID STUDY LEAVE:

When service needs justify so, the **CORPORATION** may grant paid study leaves in fields related to the services provided by the **CORPORATION**. The **CORPORATION** shall determine the need for the leave, the duration of the same, the field of study in which there is interest, and the institution in which the studies shall be done.



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Union employees who are granted a paid study leave in the interest of the **CORPORATION** shall have the right to receive all of the benefits of the Agreement as if they had been providing their regular services in the **CORPORATION**. Furthermore, the salaries of these employees shall be subject to the deductions provided by law or by Agreement.

UNPAID STUDY LEAVE:

At the request of a union employee, the **CORPORATION** may grant the same an unpaid study leave, for his or her professional development, up to a maximum of two (2) years.

The employee must file its request with the **CORPORATION** indicating the nature of the studies, a certification establishing the fact that they shall only be offered during the day, their duration, and the institution or place in which the employee will do them.

Employees under an unpaid study leave shall be reinstated to their positions upon concluding their studies.

Employees under study leaves and grants shall receive all of the benefits acquired by the positions at the time of reinstatement.

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ARTICLE 15
GRANTING LEAVES TO
UNION OFFICIALS

1. The **CORPORATION** shall grant a paid leave to the President of the **UNION** and shall grant an unpaid leave to four (4) additional employees for the duration of the right of representation of the **UNION** or the duration or effective period of the Agreement, whichever is longer, when said employees are elected or chosen by the **UNION** for a position requiring their services on a full time basis for the above-referenced Workers' Organization. The **UNION** shall notify the Administrator, in writing, the name of said persons with the title of the position occupied by the same in the **CORPORATION** and shall immediately notify the conclusion of their duties in the **UNION**.

2. The **CORPORATION** and the **UNION** may agree on the terms and conditions of the President's paid leave; however, the President shall continue earning the same salary as an employee of the **CORPORATION**. In addition, all of the rights of the same as a union employee shall be recognized as if he or she were occupying his or her position.

3. Upon conclusion of the the job or position of said employees with the **UNION**, they shall be reinstated to their position or to a position with a basic salary equal to the salary assigned as of the date of their reinstatement or if the position left by the employee has received any reclassification based on studies or step based on seniority or based on merits to which the employee would have had a right while on Union Leave, effective from the time of reinstatement. Employees who provide services to the **UNION** in this manner shall have the right to retain their seniority.

4. Persons appointed to substitute the above-referenced employee shall be appointed in a temporary manner or by way of internal substitution.

5. Any employee who had to be recruited from outside, according to the provisions of this Agreement, to substitute employees on unpaid union leave shall be terminated upon return of the incumbent to his or her position. If the substitution resulted from a leave, the employee shall return to his or her original position.

6. The President of the **UNION** shall be the link between the **CORPORATION** and the employees, and shall make sure that this Agreement is complied with by the contracting parties. The salaries and other benefits to which employees on Unpaid Leave working for the **UNION** have a right, as provided in this Article, shall be paid by the **UNION** in their entirety.

7. The President of the **UNION** shall act as the representative of the same and of its members, inside and outside of the physical facilities of the **CORPORATION**, during the effective period of this Agreement, and his or her entry to the facilities of the **CORPORATION** shall not be prevented.



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8. The **CORPORATION** shall grant to the Vice President and Secretary of the **UNION** two (2) days per month, and the Treasurer three (3) days per month, to perform their duties without deducting them from any kind of leave regardless of any other to which the same may have a right. They must notify their immediate supervisor in advance whenever they will be absent in order to perform **UNION** duties.

9. The **CORPORATION** shall grant to all members of the Board of Directors of the **UNION**, a union leave without deducting pay or vacation time, of one (1) business day per month in order for them to be able to attend the meetings of the **UNION** Board of Directors. The President shall notify the Area of Labor Relations and Equality in Employment the dates on which said meetings shall be held, at least one (1) business day before the date of a meeting. The President of the **UNION** shall certify the attendance at said meetings to the Area of Labor Relations and Equality in Employment.

10. The **CORPORATION** may grant a paid union leave at the request of the President of the **UNION** to employees covered by this Agreement who are chosen to participate in seminars in and outside of Puerto Rico. The President shall submit to the Area of Labor Relations a request for union leave thirty (30) days before the date on which the leave is requested. Said request must include the following information:

- a. title of requested seminar
- b. location on which it will be offered
- c. duration of seminar or course
- d. participants

Said leave shall be granted as long as it is possible to ensure the continuity and efficiency of services during the absence of the participants in the requested seminar or course.

11. Women's Affairs Commission Leave

The **CORPORATION** shall give to the Directors of the Women's Affairs Commission three and a half (3 1/2) hours per month to meet and take care of the matters related to the Commission. Mayagüez, Aguadilla, Ponce and Arecibo members shall be given one (1) day.

12. Committee Members Leave

Employees who are members of committees created under the Collective Bargaining Agreement or created by agreement between the parties shall not suffer any pay loss or deductions from their accrued leaves for the time that they are performing their official duties as members of these Committees. The **UNION** shall deliver a list with the names of the members of the Committees referred to in this Article. Also, the **UNION** shall notify to the Area of Labor Relations and Equality in Employment the dates on which meetings shall be held and the employees shall notify them to their immediate supervisors at least one (1) day in advance.

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13. Electoral Committee Leave

The **CORPORATION** shall grant a paid union leave to the members of the Electoral Committee of the **UNION** in order for the same to coordinate the elections for the Board of Directors and Union Delegates. Said leave shall not exceed fifteen (15) days annually and the conditions of the same shall be agreed on between the **UNION** and the **CORPORATION**.

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ARTICLE 16
HOLIDAYS

1. The days listed below shall be paid holidays and shall be celebrated on the date established by Law:

New Year's Day
Three Kings Day
Eugenio María de Hostos Day
Martin Luther King Day
George Washington Day
Abolition of Slavery Day
José de Diego Day
Good Friday
Memorial Day
United States Independence
Luis Muñoz Rivera Day
Constitution of the Commonwealth of Puerto Rico
José Celso Barbosa Day
Labor Day
Discovery of America
General Elections
Veterans Day
Discovery of Puerto Rico
Thanksgiving Day
Half day December 24th
Christmas

2. The days or half days or hours, which by proclamation or Executive Order of the Governor of Puerto Rico or the President of the United States, or by law, are subsequently declared as holidays to be observed in Puerto Rico, shall also be paid holidays and shall be included in the preceding list. It is also provided that employees who are on leave or celebrating their birthday shall not be deducted the free time granted in this regard.

3. When the Governor of Puerto Rico, or the person designated by the latter, establishes by way of proclamation, no later than on the fifteenth (15th) of January of each year, that certain holidays shall be celebrated on the Monday or Friday nearest to the holiday, it shall apply to all employees covered by this Collective Bargaining Agreement.

4. When the employees covered by this Agreement are required to work during said holidays, they shall be compensated at double the rate of their regular hourly rate, in addition to their regular salary.

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5. Employees who work on a Sunday, if said Sunday falls on one of the holidays listed in the Collective Bargaining Agreement in effect, shall have a right, for that Sunday, to double the rate of payment of their regular rate per hour worked, in addition to regular pay, and the immediately following Monday shall not be considered as a holiday for said employees for purposes of overtime, but it will be considered so for payment of their regular salary.

6. The days or half days or part of a day that are declared holidays by Proclamation or Administrative Order of the Governor of Puerto Rico, or the President of the United States, shall also be considered as paid holidays and shall be included in the preceding list, when said provision applies to Puerto Rico or when they are subsequently declared by Law as holidays to be observed in Puerto Rico. When the employees covered by this Agreement are required to work during said holidays, they shall be compensated at double the rate of their regular hourly rate, in addition to their regular salary.

7. Full holidays shall consist of the twenty-four (24) hours of the natural day from midnight of the corresponding day.

8. On afternoons or parts of afternoons declared free from work or a holiday, the employees covered by this Agreement whose regular workday or part of it is between 12:00 midday and 12:00 midnight shall be free from work and paid for the last half of their workday between 12:00 midday and conclusion of their workday. In the case of employees whose work hours begin at 6:00 a.m., in the event of a Proclamation or Executive Order declaring half of a day free from work, said employees may take their eating period earlier so as not to have to return to work after they conclude the first half of their workday.

9. Employees who totally or partially work during any time declared free from work shall receive, for the entire time declared free from work, payment at double the rate of their regular hourly rate, in addition to their regular salary.

10. Hours granted as paid hours free from work shall be considered as worked for purposes of calculating hours worked in excess of thirty-seven and a half (37 ½) hours worked per week.

11. When a day free from work is granted, it shall be considered that the day free from work covers the period of twenty-four (24) hours of the natural day from twelve 12:00 midnight to twelve 12:00 midnight of the following day. When a day free from work is granted, any workday consisting of seven and a half (7 ½) hours or part of them within the period of twenty-four (24) hours of the natural day shall be considered as granted free from work.

12. The **CORPORATION** shall make payment of holidays and overtime no later than forty-five (45) business days from the same.

13. In the event that an employee is on illness or regular vacation leave, any business day or part of a business day declared free from work by law, proclamation or Executive Order of the Governor or Puerto Rico, or Order of the President of the United States, shall be credited to the employee.



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ARTICLE 18
UNION DELEGATES

1. The parties agree that the **UNION** shall have one (1) Permanent Delegate and one (1) Alternate Delegate to act only in the absence of the former, in the following floors, locations or areas of work:

A. Main Office, Inactive Files, Computer Center, Shop and Printer and Pharmacy Warehouse - one (1) Permanent Delegate and one (1) Alternate Delegate on each floor.

B. In the Regional Offices - one (1) Permanent Delegate and one (1) Alternate Delegate on each floor.

C. Industrial Hospital

- 1) Area of Graduate Nursing and Room Technicians
- 2) Area of Practical Nursing and other related personnel on different shifts
- 3) Area of Physical Therapists and other related personnel
- 4) Area of Occupational Therapists and other related personnel
- 5) Area of Maintenance and Cleaning
- 6) Area of Night Shifts from 11:00 p.m. to 7:00 a.m.
- 7) Administrative Area and other related personnel
- 8) Area of Dietary Services

D. Intermediate Dispensaries

- 1) Cayey Dispensary
- 2) Guayama Dispensary
- 3) Coamo Dispensary
- 4) Manatí Dispensary
- 5) Yauco Dispensary
- 6) Utuado Dispensary
- 7) Corozal Dispensary
- 8) Fajardo Dispensary
- 9) Jayuya Dispensary
- 10) Vieques Dispensary

E. Any other Regional Office or Dispensary that is newly created or in offices where services are extended and merit electing or designating a Delegate.

2. In addition to the delegates described above, the President of the **UNION** shall appoint two (2) general delegates who will handle the cases assigned to the same by the aforementioned President. A delegate so designated shall show to his or her immediate supervisor a written copy of the task and the duration of the same. In case of emergency, the President shall notify the designation to the Director of the Area of Labor Relations and Equality



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in Employment, or his or her Representative, by phone. The certification regarding time used shall be notified in writing subsequently on the business day following the exit.

3. The President of the **UNION** shall notify in writing to the Administrator of the **CORPORATION** the name of each of the delegates mentioned on the preceding paragraphs, as soon as they are chosen or designated. It shall also notify the changes made in relation to said delegates. At no moment shall any employee be authorized to act as a delegate without having previously notified the Administrator of the designation to act as such.

4. The **CORPORATION** shall grant to Delegates, Members, Officials or representatives of the **UNION**, without making pay deductions or reducing vacation benefits, the time for work that is reasonable, when it is necessary for them to carry out official **UNION** tasks as a result of special jobs assigned by the President or to consider complaints. Special jobs of officials or representatives shall be jobs in programmatic and administrative areas requiring specialized knowledge or expertise in a specific area and for the attention of committees composed of both parties. They shall inform their immediate supervisor of the time that they shall be absent from their jobs for official **UNION** jobs and, if said immediate supervisor deems it necessary, it shall require that the President of the **UNION** provide evidence of the fact that the employee was indeed performing an official job for the Workers' Organization. Said evidence shall be submitted after the official job has been carried out. The delegate and/or member shall notify to his or her supervisor that he or she intends to process or handle a complaint before doing so. The employee must return reasonably promptly to his or her place of work as soon as he or she finishes the job or handling the complaint. When a delegate takes more time than what is necessary and reasonable to handle complaints, it shall be grounds for the **CORPORATION** to submit the case to the **UNION**. If the **UNION** does not take immediate action to avoid a bad use of the time granted to delegates, the **CORPORATION** shall submit the case to the Complaints Committee.

5. While a permanent delegate is taking care of a matter, neither the alternate delegate nor the general delegate shall be able to take any action in relation to said matter, except when the general delegate provides written evidence to his or her immediate supervisor of the fact that the President of the **UNION** requested that he or she take care of that specific matter.

6. The time used by delegates and/or members who do not comply with the procedure herein established shall be deducted from their annual leave.

7. The processing of complaints shall be done in a manner which does not interrupt the service provided by the employees unrelated to the complaint.

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ARTICLE 19
LEAVE

Section One: Annual Leave (Vacation)

1. The CORPORATION acknowledges that vacations have been established to allow employees to enjoy a period of rest during the year. Under said circumstances, the CORPORATION shall not deprive employees covered by this Agreement of their annual vacations to rest, regardless of the nature of their appointment. In order to be entitled to this benefit, the employee shall complete a minimum period of one year of service.

2. All employees covered by this Agreement shall be entitled to accrue annual leave at a rate of two and a half (2 ½) days per month of service in the CORPORATION, with full pay, up to a total of thirty (30) working days per year. During the last year of service employees who claim Retirement benefits for years of service shall accrue at a rate of three (3) days per month of service.

3. When an employee is not able to take the accrued vacation that she or he is entitled to during the year due to service needs or just cause, said unused vacation may be taken during the calendar year of the following year.

4. Any employee who wishes to take her or his annual vacation shall sign and submit the request to the CORPORATION at least twenty (20) days in advance. When the request for annual rest leave has been filed, the CORPORATION shall be required to take the appropriate steps to pay said leave in advance at the employee's regular salary rate. Filing the appropriate form shall be enough for the CORPORATION to take steps to make said payment. The check shall be delivered forty-eight (48) hours before the employee goes on vacation.

5. Any employee who has accrued vacation shall be entitled to take thirty (30) days of vacations per year and no officer may prevent this right from being enforced. If the Administration has justified reasons to not grant regular annual vacations, it shall discuss the matter with the employee.

6. The CORPORATION may grant annual vacation in excess of thirty (30) working days up to a maximum of sixty (60) days in a given year to employees who have enough leave accrued.

7. Annual leave shall be calculated per calendar year and the CORPORATION shall be required to inform each employee of their accrued balance. Similarly, it shall reflect this information in the forms used to grant vacations. During the month of January, the CORPORATION shall pay each employee accrued vacations in excess of ninety (90) days.

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The CORPORATION shall notify the employee of any day that the Leave Office has charged as an absence from the balance of regular vacation or sick leave. This notice shall be done in writing on a quarterly basis, unless there is an emergency or specific situation that requires that an employee request the balance before three (3) months.

8. During the term of this Agreement the CORPORATION shall pay any employee who so requests the portion of their accrued regular vacations in accordance with the following. Effective on the date of signing this Agreement, employees may request a cash settlement of the portion of their regular vacations accrued in excess of twenty-five (25) days no later than on August 30 of each year during the term of this Agreement. If no request is made, the CORPORATION shall not make the payment and shall proceed to accrue them. This payment shall be carried out in the first two weeks of the month of October. Settlement of regular vacation shall be done using the monthly salary multiplied by twelve (12) months and divided by 1,950 hours per year, the result shall be the salary per hour and shall be multiplied by seven and a half (7 ½) hours per day for the amount of days accrued.

The CORPORATION may liquidate vacations accrued in excess of thirty-five (35) days at any moment in which the employee justifies in a reliable manner an urgent family need and the availability of the funds. The employee shall submit the payment request to the Human Resources Office using the appropriate form approved by the Rules and Procedures Office.

9. Vacations that employees have accrued when this Agreement is signed shall be recognized by the CORPORATION as a vested right.

10. The CORPORATION shall establish the date on which employees shall take their vacations in agreement with them and in accordance with service needs. Each employee shall be required to take at least five (5) consecutive days. To that end, the CORPORATION shall establish said program in a fair and equitable manner without prejudicing or granting privileges to any specific employee. Employees may take regular vacations during the Christmas season according to service needs and the governmental policy established. The CORPORATION, to the extent possible, shall alternate summer vacations in such a manner for employees to be able to take vacations equally in said period.

11. Vacation leave shall be credited for a period in which an employee is on unpaid leave for any purpose, as long as said employee returns to work at the end of the vacation period. This credit shall be carried out after the employee is reinstated in his or her position; never before the leave is granted or while he or she is on said leave.

12. The CORPORATION shall not call an employee who is on vacation to work, but if it were absolutely necessary, said employee shall be paid double his or her regular hourly rate. Supervisors shall not make compensatory time arrangements with their employees under any circumstances.



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13. Under special circumstances the CORPORATION may advance the annual leave for regular employees who have worked more than one (1) year in the CORPORATION. This advance leave shall not exceed sixty (60) days. The CORPORATION may extend said leave subject to service needs and for justified reasons for a period of sixty (60) working days. Each case shall be studied by the Personnel Office according to its merits.

14. The CORPORATION shall pay employees covered by this Agreement all accrued annual vacation the moment they stop working. Said payment shall be made the moment of separation from service for any reason, including dismissal or any other.

15. In the event of death of an employee, the CORPORATION shall pay her or his heirs the amount of regular leave that said employee has accrued at the moment of her or his death. Heir means persons entitled to receive the assets and debts of a decedent, in accordance with the provisions of the Civil Code of Puerto Rico, and in accordance with the procedures of the Treasury Department.

16. In cases in which the employee wishes to take regular vacations during two (2) periods of the same year, he or she may do so according to the provisions of paragraph ten (10) of this Section.

Section Two: Bereavement Leave

1. In the event of the death of a relative of employees covered by this Agreement, the CORPORATION shall grant the following number of consecutive days in paid leave, without charging accrued vacation or sick leave, from the date of death or burial:

- a) Five (5) working days – spouse, sons, daughters, and foster children, biological or foster parents.
- b) Three (3) working days – biological or foster siblings, aunts, uncles, grandparents, grandchildren, father-, mother-, son- or daughter-in-law, and nephews.
- c) Two (2) working days – brother- and sister-in-law.

In the event of death of any other relative not specified above, the employee may request and the CORPORATION shall grant leave charged to the employee's vacation leave.

2. When the death of an employee of the CORPORATION occurs, the President of the UNION or his or her authorized representative may request that the Administrator or his or her representative grant, and the latter may grant, permission to a number of employees which shall not exceed eight (8) in Regions and Clinics, ten (10) in the Central Office and Industrial Hospital to go to the home or funeral home and funeral of said deceased employee without charging vacation or any other leave.



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3. When a death occurs out of the country and the funeral is held in Puerto Rico, the CORPORATION shall grant the employee funeral leave from the date of arrival of the deceased to the Island.

4. When the death occurs while the employee is taking sick leave and/or regular vacation, the bereavement leave shall be credited without reducing the leave being used.

Section Three: Military Leave

Military leave shall be granted as follows:

1. National Guard Training

a. The right to military leave is recognized. Accordingly, paid military leave shall be granted up to a maximum of thirty (30) working days for each calendar year for employees that belong to the Puerto Rico National Guard and the United States Reserve Corps during the period in which they are providing military service as part of their annual training or in military schools, when so ordered or authorized under the provisions of the laws of the United States of America or the Commonwealth of Puerto Rico. When said federal or state active military service exceeds thirty (30) days, the employee may carry out the military school or annual training period charging accrued vacation leave to which she or he is entitled and if she or he has no accrued leave, unpaid leave shall be granted.

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Section Four: Maternity Leave

1. Employees who are pregnant shall be given a period of six (6) weeks of rest prior to delivery and another six (6) weeks thereafter, with full pay during those twelve (12) weeks at their regular salary rate. Delivery shall be considered to be the act by which the conceived creature is expelled from the maternal body naturally or as legally extracted using surgical-obstetric procedures. Delivery shall also include any premature birth, miscarriage or involuntary abortion that is legally induced by a physician.

As soon as the employee has knowledge of her pregnancy she shall be required to submit to Human Resources of the CORPORATION a medical certificate disclosing her pregnancy and the probable delivery date. Pregnant employees may continue working until their doctor considers it possible. Maternity leave shall be granted taking into account the date on which the employee starts said leave.

2. The request for maternity leave shall be submitted at least ten (10) calendar days prior to the date said leave shall begin to be taken and shall include a medical certificate indicating the approximate date of delivery, other than in premature births.

Payment corresponding to pre-natal and post-natal rest days shall be carried out when the pregnant employee starts said leave, at her request. Said petition shall be filed twenty (20) days prior to the date on which maternity leave starts.

3. If the delivery takes place before the employee has taken six (6) weeks of rest, the period of rest after delivery shall be extended until the total rest period of twelve (12) weeks is taken.

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4. If delivery occurs after the six (6) weeks granted for rest or if the employee becomes ill as a direct consequence of delivery that prevents her from returning to work, the maternity leave shall be extended for a period not to exceed six (6) weeks after delivery to allow her to recover from her illness, provided that prior to completing the twelve (12) week rest period the employee submits a medical certificate indicating the delivery date or certifying the inability to return to work due to illness as a result of the delivery, as the case may be. This additional period beyond the twelve (12) weeks shall be charged to sick leave. If the employee does not have accrued sick leave, it shall be charged from accrued vacation days, if any. If after the aforementioned leave has been used up the complications continue, the employee shall be entitled to unpaid leave or to request advance vacations. In no event shall authorized leave exceed one (1) year.

5. The Corporation shall grant five (5) paid working days in the event employees are submitted to sterilization operations. Said days shall be granted without charging accrued vacation or leave of any sort. The employee shall be required to submit the appropriate medical evidence to her immediate supervisor to support said leave request.

6. When there is an ectopic pregnancy, the employee shall be entitled to maternity leave as provided in this Article.

7. Union members who abort and medically justify it to the CORPORATION shall be entitled to three (3) weeks maternity leave. This type of leave shall not be granted more than two (2) times in a period of twelve (12) months. If the abortion, according to medical certification, produces the same physiological effects as a full term delivery, the employee shall claim maternity benefits for delivery and the CORPORATION shall grant them.

8. The benefits contained in this Article shall extend, as applicable, to adopting mothers. Any employee who adopts a minor, in accordance with the legislation of the Commonwealth of Puerto Rico or of any jurisdiction of the United States of America shall be entitled to the same benefits for maternity leave at full salary as an employee with normal delivery. In this case, the leave will begin to run from notice of the right to adopt and when the minor is received in the family nucleus.

9. To comply with the residence requirement, in the event of the adoption process in foreign countries that require cohabitation of the adopting party in the national territory of the adopted party, the CORPORATION may grant an additional period deducted from regular vacation leave.

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Section Six: Sick Leave

1. All employees covered by this Agreement shall be entitled to sick leave at a rate of one and a half (1 ½) days per month of service, except in the last year of service, where they shall accrue at a rate of two (2) days. The excess of one hundred and twenty (120) days shall be paid on February 15 of each natural year.

2. Said leave shall be used exclusively when the employee is sick, disabled or exposed to a contagious illness which requires his or her absence from work to protect his or her health or that of other persons. In the event of prolonged illness, when the employee has used up his or her sick leave, he or she may use accrued vacation leave, if any. Any employee who becomes absent from work due to illness for three or more days shall submit a medical certification upon his or her return.

3. For purposes of calculating of sick leave, Saturday shall not be considered a working day for regular-schedule employees.

4. During the term of this Agreement, the CORPORATION shall pay any employee so requesting the portion of sick leave accrued in accordance with what is stated below. Effective on the date of execution of this Agreement, employees may request cash liquidation of the portion of sick leave accrued up to a maximum of twenty-five (25) days no later than February 1 of each year during the term of this Agreement.



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If there is no request at all, the CORPORATION shall not make payment and shall proceed to accrue them. This payment shall be carried out on the first week of April of each year.

The CORPORATION may liquidate accrued sick days at any moment that an employee requests and reliably justifies her or his reason to request it. The availability of funds shall also be considered. The employee shall submit to the Office of Human Resources for their approval the request of payment using the appropriate form approved by the Office of Rules and Procedures.

5. Sick leave accrued by employees at the date of this Agreement shall be recognized by the CORPORATION, excluding Saturday, Sunday and holidays for regular-schedule employees.

6. The CORPORATION may grant advance leave up to a maximum of one hundred and fifty (150) working days for work accidents in the event of an occupational illness or in the event of illness that the employee justifies medically to the satisfaction of the CORPORATION. This advance shall be made when the employee has used up her or his accrued sick leave and vacation leave. The total leave advanced shall be charged against subsequent accruals of vacations and sick leave simultaneously, in order for the advance made by the CORPORATION to be recovered as quickly as possible. In the event that the request for advance mentioned is denied by the CORPORATION, the UNION or the union member shall have the right to question the decision of the CORPORATION before the Complaint Committee.

7. Any employee who has received a sick leave advance and voluntarily or involuntarily separates from the CORPORATION prior to serving the period necessary to cover all of the leave advanced shall be required to reimburse the CORPORATION any sum of money not covered as a result of said advance leave, in proportion to the current salary as of the moment said benefit was received.

8. In order to calculate payment of twenty (25) days of accrued sick leave, the period between February 28 of the current year and February 27 of the prior year shall be used. In said case, said dates shall be charged from the sick leave accrued from prior years, and if the employee does not have accrued leave, dates absent shall be taken into account for the leave accrued during the year. Payment of compensation of those twenty five (25) days shall be determined based on regular annual compensation received by the employee divided by one thousand nine hundred and fifty (1,950) hours.

9. Employees covered by this Agreement shall be entitled to receive a lump sum of money for sick leave accrued as of separation from employment for any reason. This lump sum based on said leave shall be paid at a rate of the salary that the officer or employee earns at the moment of separation from service, regardless of the days



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of leave taken during the year. In the event of the death of said employee, the amount of said leave shall be paid to his or her beneficiaries.

10. The employee shall sign, upon return to work, the appropriate form, each time she or he is absent from illness.

11. The CORPORATION shall keep a record of sick leave accrued by each employee covered by this Agreement and shall notify each employee in December as to the amount of leave accrued.

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Section Eight: Substitution of Annual Vacation Leave for Sick Leave Rest

When an employee covered by this Agreement is taking annual vacation leave and becomes ill for a period of three (3) or more consecutive working days, the working days in accordance with her or his work schedule included within said period shall be charged to sick leave, as long as the employee provides a medical certification as support.

Section Nine: Unpaid Leave

For merit-based reasons, and subject to service needs, the CORPORATION may grant unpaid leave up to a maximum of two (2) years to regular employees of over two (2) years of service who have used up their regular vacation leave. Employees who while on unpaid leave work for another employer shall be subject to disciplinary sanctions. If the reasons for granting the unpaid leave to the employee cease to exist, the employee shall be required to report to her or his workplace as soon as said reasons cease to exist.

Section Ten: Natural Disaster Leave

A. Natural Disasters

1. In any offices of the CORPORATION where by recommendation of the governmental authorities employees are ordered to suspend work that has already been started due to force majeure, such as, storm, hurricane, floods, earthquakes, fires, and others, the period of the suspension shall be considered as though the employee was working while the work suspension lasts for said day. When an employee is not able to reach his or her work area as a consequence of a natural disaster and/or national emergency recognized as such by the governmental authorities, the CORPORATION shall not reduce any type of leave that said employee takes in gaining access to her or his work area.
2. If as a result of the natural disaster, essential services are interrupted, the Corporation shall take the appropriate measures to protect the health and safety of the employees. As to the Industrial Hospital, the appropriate measures shall be taken for service to continue uninterrupted. In these situations, the designed Contingency Plan shall be followed.

B. Outage

1. In order to protect the health and safety of employees, when there is an outage that is not categorized as a natural disaster such as: lack of electrical power, potable water service, air conditioning and others; if the outage occurs in the morning, after two (2) hours have elapsed, work shall be suspended temporarily and shall recommence at 1:00 pm. If the outage continues in the afternoon, work shall be suspended once a period of one (1) hour has elapsed. If the outage occurs



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in the afternoon, after a period of one hour and forty-five minutes has elapsed, work shall be suspended until the next working day.

This applies to employees during all established schedules.

In the event of an emergency such as gas leaks or toxic emissions, work shall be immediately suspended in the areas affected for the period that the parties deem reasonable.

Section Eleven: School Leave

1. The CORPORATION shall grant its employees, without a reduction of pay or deducting leave, eight (8) working hours during each school semester when at the request of school authorities or on their own initiative they go to the educational institutions where their children study to ask about their behavior and scholastic performance. If the employee exceeds the period of eight (8) hours established herein, the excess shall be taken from the appropriate leave that the employee has accrued. These hours may be fragmented. The employee shall demonstrate appearance at the school through a certification from the school authorities.

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Section Fourteen: Leave for Voluntary Services to Emergency Management Office (Civil Defense) in the event of disasters:

1. Paid leave shall be granted for the time an employee provides voluntary services to the Office of Emergency Management in the event of disasters or for reasons of short trainings official requested by said entity.
2. To receive this leave, the employee must submit evidence of having provided said services. Said evidence shall be signed by the Director of the Emergency Management Office, or otherwise by the Regional Director thereof. Said evidence shall be submitted to the CORPORATION prior to performing services or as soon as possible.

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Section Eighteen: Treatment Leave

The CORPORATION may grant the union employee time without charging from any leave to appear to judicial proceedings or related treatments required for a minor child as part of his or her process of rehabilitation. The employee shall notify his or her supervisor as to the appointment and submit evidence as to appearance.

Section Nineteen: Catastrophic Illness and/or Terminal Illness Leave

In the event of catastrophic and/or terminal illness, as defined by the Department of Health, after the employee has used up sick leave days, the CORPORATION may grant time without charging another type of leave for specific treatment and/or appointments with doctors and/or laboratories. In the event of catastrophic illness, this leave shall not exceed two days per month; in the event of terminal illness, a maximum period of four days per month may be granted. This leave cannot be accrued.

Union employees may transfer their additional accrued vacation days for said purposes.

Section Twenty: Special Leave to Renew Professional License

The CORPORATION shall grant up to a maximum of two (2) working hours a year, without charge to any leave and with pay, to take necessary steps for purposes of renewing professional license to employees in the health sector and to qualified electricians so required to perform their duties. The two (2) working hours per year shall not include the travel time required for employees who are far from the offices in question.

Any employee whose license has expired may not work until he or she provides reliable evidence of having renewed it. The employee shall have a maximum of five (5) working days to submit evidence. The period without providing service shall be charged to her or his regular leave, if there is no regular leave, may be charged to unpaid leave.

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Section Twenty-Three: Leave to Attend University Graduation

The CORPORATION shall grant one (1) day without charge to leave or reduce any salary whatsoever for student employees to attend their university graduation.

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ARTICLE 20
RECLASSIFICATION OF POSITIONS

A. Reclassification of Positions Based on Study

1. Any worker in an appropriate unit shall be entitled to apply in writing to the Human Resources Area or the Administrative Service Offices in the Regions or Clinics and Office of Personnel in the Industrial Hospital for a reclassification of the worker's position when there has been a change in the worker's duties and responsibilities as a result of changes in the processes, technology, techniques, principles, practices or laws related to the worker's tasks, which he or she believes justify a change in the current classification of the position held, providing a copy of the application to the worker's immediate supervisor and to the **UNION**.

2. Any request for position reclassification must include a "Classification Questionnaire" duly filled out by the employee.

3. The employee shall deliver the duly filled out "Classification Questionnaire" to his or her immediate supervisor. The supervisor shall fill out the appropriate part of the form and submit it to the Human Resources Area within a period of three (3) business days. If the supervisor does not comply with this period, the employee may submit the questionnaire directly to the Human Resources Area.

4. Within forty-five (45) days of having received the reclassification request, the Human Resources Area shall carry out a study of the position, employing any means deemed necessary, such as: interviews, inspection in the employee's workplace, examining and obtaining evidence of work samples and any other method that allows them to obtain information to determine the correct classification of the position, in accordance with the evaluating system that is in place.

5. Within the established period, the Human Resources area shall notify its decision to the employee, providing a copy to the President of the Union by certified mail or delivered by hand with acknowledgment of receipt. The employee and the **UNION** shall have twenty (20) days from the expiration of the term or the denial of the request to request a hearing before the Reclassification Committee.

6. If the above period of forty-five (45) business days elapses and the Human Resources Area has not decided the case, the Reclassification Committee shall assume jurisdiction, and the Human Resources Area shall be prevented from acting.

B. Reclassification of Positions Based on Rule

1. Any worker in a given unit shall be entitled to apply in writing to the Human Resources Area for a reclassification based on rule, as long as the position class held is included in the Classification and Compensation Plan. The employee shall file the application and does not have to justify it. The employee must



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comply with the provisions of the Classification and Compensation Plan in order to be entitled to a reclassification based on rule.

2. In reclassifications by rule, once the application has been filed, the Human Resources Area shall determine whether it is appropriate and notify the decision to the employee, providing a copy to the **UNION** via certified mail or delivery by hand with acknowledgment of receipt, within a period of forty-five (45) business days from receipt of the application in the Human Resources Area.

3. In the event that the request of reclassification based on rule is denied, the employee and the **UNION** shall have ten (10) days from the date of receipt to request a hearing before the Reclassification Committee.

4. With reclassifications based on rule, once the period of forty-five (45) working days described above has elapsed, the case shall be decided in favor of the requesting employee.

C. Lack of Jurisdiction

1. No request shall be considered unless it is filed in the manner described in the above paragraphs. In the event that the request for hearing is not filed within the periods established, the Committee shall lack jurisdiction and the employee may not submit a new request until after one (1) year from filing his or her request.

D. Position Reclassification Committee

1. The Committee shall be comprised of two (2) representatives of the **UNION** and two (2) representatives of the **CORPORATION**. It shall be presided by a fifth member who shall be selected by mutual agreement between the parties. There shall be a requirement that the person have training and experience in the area of personnel and especially in the classification area. The Committee shall prepare minutes where it shall list the decisions in the cases considered by it. In the event that the parties do not reach an agreement as to the selection of a fifth member, the selection shall be made by the Secretary of Labor.

2. The Committee shall meet periodically to decide and take action as to the requests for review filed. The Committee shall issue a decision by a majority of its members as soon as possible after the case has been considered. Such decisions of the Committee shall be final and binding on the **CORPORATION**, the **UNION**, and the employees involved.

3. The Committee established herein shall be appointed within fifteen (15) business days from the execution of this Agreement. Each party shall notify the other party as to the name of the persons who represent him or her in said Committee. In the event that any of the members withdraw, the parties shall be required to appoint a substitute within ten (10) business days from said withdrawal in order to keep the operations of this Committee from halting, but said period may be extended by agreement of the parties.

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4. All reclassifications shall enter into effect on the date of request by the employee. As to the classes of position the reclassification of which depends on experience in a lower level, the decision may not enter into effect until the rules established to that effect are complied with. The employee shall begin to receive the raise corresponding to each reclassification within ninety (90) days from having been granted or awarded.

5. Both the Human Resources Area and the Reclassification Committee shall consider requests in the order they are filed.

6. The Committee must issue its decision within forty-five (45) business days after the case was submitted for the decision, but this period may be extended upon agreement of the majority of the Committee.

7. The Committee may require the submission of documentary evidence or testimony deemed necessary. It may also carry out investigations in order to obtain a complete picture and obtain the necessary evidence prior to issuing the decision.

8. The Committee shall receive in evidence and consider the tasks, roles, and duties carried out by the employee on the date of filing her or his request for reclassification, and any change made to the tasks, roles and duties the employee was carrying out as of or after the filing of the application shall not be considered by the Committee.

9. The Committee shall consider evidence as to a change in the duties and responsibilities of the position held by the employee as a result of a change in the processes, technology, techniques, principles, practices or laws related to his or her tasks.

10. The employee(s) may appear before the Committee represented by the President of the Union or the person appointed by him or her.

11. Employees appearing upon request of the Committee shall be considered for all purposes as performing official duties of their positions.

12. The Committee shall establish its own rules of internal operation. The rules and criteria as to reclassification of positions to be applied by the Committee shall be established in the current Classification Plan.

13. In order for a reclassification based on study to be appropriate it must be demonstrated that there were changes in the duties and responsibilities of the position and an increase in the degree of complexity and difficulty thereof caused by the changes mentioned above. As to the types of positions for which prior related experience is a requirement for purposes of reclassification, the established rules shall be followed.



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14. Procedure to request the appearance of witnesses:

(a) Any of the parties may request from the Human Resources Area that it request the appearance of (an) employee(s) to testify as to the facts of a case being considered by the Reclassification Committee. The Human Resources Area shall coordinate the appearance of witnesses that the parties believe are required to present their case, in a way that does not undermine the services presented by the **CORPORATION**.

(b) The parties shall make the request for witnesses to be notified sufficiently in advance, but they will make an effort for the request to be no later than five (5) days prior to the hearing so that the appearance of the witnesses can be coordinated effectively. However, said period shall not be understood to limit the appearance of any witness, it shall be to facilitate the coordination of the notification of witnesses.

In the event that one of the parties is not able to request the appearance sufficiently in advance, the request may be made to the Human Resources Area one (1) day prior to the hearing or to the Committee itself on the date the hearing is being held for it to notify the witness and coordinate his or her appearance.

(c) In the event that a party believes that its right to request the appearance of a witness has been unfairly limited by the Human Resources Area, it shall raise the matter at the start of the hearing and the Committee or the fifth member, as the case may be, can decide whether to request the appearance of the witness.

(d) The Human Resources Area shall coordinate the appearance of the witnesses and notify the witness. In any case in which the **UNION** or the petitioner request the witness, the Human Resources Area shall notify the requesting party in order for it to be the one to notify its witnesses.

(e) The salary of employees notified using this procedure to appear before the Reclassification Committee shall not be reduced nor shall accrued vacation time be used for the time spent on this. However, the employee shall not collect additional payment or be entitled to an adjustment if he or she is on vacation or taking a day off or if the steps before the Committee extend beyond his or her business hours. The notified employee shall return to work after having complied with the Position Reclassification Committee.



CERTIFIED TRANSLATION

ARTICLE 23
VEHICLE FINANCING

The **CORPORATION** shall provide financing in accordance with the regulations established to all union members that so request it and qualify for purchase of a motor vehicle for work use and the Board of Directors, to the Board of Directors, to the members appointed to the different Committees created under this Collective Bargaining Agreement or created by agreement between the parties during the duration thereof and who have spent a minimum of six (6) months in the position; and to all union members who have been working for twenty-five (25) years or more in the **CORPORATION**, as long as the financing term does not exceed the number of years that the employee has left to reach thirty (30) years of service after evaluating the request.



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ARTICLE 25
TRANSFERS

1. The **CORPORATION** shall compensate employees covered by this Agreement who are permanently transferred from one region or municipality to another with a sum of one thousand dollars (\$1,000.00) if the transfer is based on service need and is not at the request of the employee.

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CERTIFIED TRANSLATION

ARTICLE 28
UNIFORM AND FOOD AND TRAVEL EXPENSES

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5. Fixed compensation for Use of Private Car

- a. Any employee who the **CORPORATION** requires to use his or her own car in official employment duties shall be entitled to receive fixed compensation for each month if she or he travels one hundred (100) miles or more in official duties of her or his position. Fixed compensation shall be one hundred and twenty dollars (\$120) per month during the first year of this Agreement and one hundred and twenty-five dollars (\$125) per month for the remaining three years of validity of this Agreement.
- b. The official table prepared by the Highway Authority shall be used to determine the number of miles traveled. Toll and parking expenses shall be reimbursed for employees given fixed compensation for use of a car for official employment duties, upon submitting a ticket.

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8. The parties agree that the **CORPORATION** shall pay six hundred and fifty dollars (\$650.00) per year for uniforms, including shoes that are part of the uniform, paid the month of august every year for the following classes: Therapists and Assistants, Pharmacists, Pharmacy Assistants, X-Ray Technicians, Orthopedic Technicians, all Floor Secretary and Nursing Personnel in the Industrial Hospital. They also agree that the **CORPORATION** shall pay four hundred and fifty dollars (\$450.00) per year for uniforms, which shall also be payable during the month of August for each of the Custodians, Workers, Messengers, Warehouseperson, Inactive File Clerk, Inactive File Typing Clerk, Clerk of the Secretary's Office and Legal Service Area responsible for transferring files of injured parties to the Industrial Committee for medical and public hearings, Mail Clerks, personnel classified as Admissions and Filing Officer of the Industrial Hospital and Switchboard of the Industrial Hospital, Workshop Personnel, Printing Personnel, Central Office Property Officer, personnel assigned to Mail Clerk duties and any other employee required to use a uniform.

Employees shall use uniforms only while they are performing official employment duties. It is further provided that all employees shall arrive at work with an appropriately presentable uniform. No employee who is not wearing a uniform shall be allowed to work. Time not worked shall not be compensated. When the employee is not able to use his or her uniform, he or she shall notify his or her supervisor as to the reasons that prevent its use in order for the supervisor to evaluate the situation and determine its merits. If on any occasion the **CORPORATION** wishes to identify the uniforms, said identification shall be designed in harmony with the **CORPORATION's** logo and in accordance with the **UNION**, it shall be provided by the **CORPORATION**.

The amount thereof shall be delivered by the month of August of each year. This provision shall include workshop and maintenance employees and any other employee that it is deemed should use uniforms in their work. Employees who due to service needs are required to use safety footwear shall receive a pair from the **CORPORATION** on a yearly basis. This provision includes temporary employees of the classes mentioned, appointed for at least ninety (90) business days who are granted these benefits in proportion to the duration of their appointment. Personnel given a uniform or work clothes shall be required to use them in the performance of their duties. The **CORPORATION** shall take the measures necessary to guarantee faithful compliance with these provisions. Employees who do not comply with these shall be subject to disciplinary actions.



CERTIFIED TRANSLATION

ARTICLE 29
GENERAL PROVISIONS

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2. The **CORPORATION** shall make available the Central Office auditorium, Regional Offices and Clinics for the **UNION** to be able to advise employees covered by this Agreement. The period granted shall not exceed three and a half (3 ½) hours per month and shall be provided upon notice of the **UNION** to the Administrator at least three (3) days prior to the date the session will be held. In these cases the **CORPORATION** shall provide, without having to take any sort of leave, a reasonable amount of time used by the union member to appear at the meeting place at the start of work, for a maximum of two (2) hours. When this period of time is provided, the necessary measures shall be taken to prevent interrupting services.

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17. In the event of death of an employee covered by this Agreement, the **CORPORATION** shall contribute Three Thousand dollars (\$3,000.00) during the term of the Agreement for funeral expenses. This amount shall be given to a person appointed by the employee upon submitting a document certifying the death. In the event the employee did not appoint any person, it shall be given to the closest relative who provides evidence that he or she incurred funeral expenses.

18. Sports, Cultural and Social Activity Fund:

(a) Every year the **CORPORATION** shall allot the sum of forty-five thousand dollars (\$45,000) to a fund created to promote sports, cultural, and social activities, of which four thousand dollars (\$4,000) shall be destined for the exclusive use of intramural and interagency activities. This fund shall be administered by a Committee comprised of three (3) representatives of the **UNION** with their respective alternate members.

The **UNION** shall be responsible for the adequate use of these funds.

(b) Sports activities shall refer to inter-regional and interagency competitions in the practice of different sports. Cultural activities shall refer to promotion and participation of employees covered by this agreement in activities geared towards cultivating the individual's intellectual faculties and knowledge.

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Social activities shall refer to those that, as group activities in which everyone cooperates, benefit employees in their comprehensive development.

(c) Disbursements for the use of these funds shall be made exclusively for bona fide employee activities that satisfy all of the requirements established by the parties in Regulations for the administration of this fund.

(d) The Regulations shall contain the administrative rules to authorize disbursements which shall be strictly complied with; the parties shall approve of the amendments and modifications that correspond to these regulations within a period of sixty (60) days from when this Agreement is signed.

(e) Any remainder of annual money shall be added to the appropriate allotment for the following year.

(f) This fund shall be audited once a year by an Authorized Public Accountant, from outside of the **CORPORATION**, and/or by the Internal Audit Office.

(g) The Committee shall assign to each Region, Central Office and Industrial Hospital an amount of the money from the fund assigned in an equitable manner, dividing it between an amount of employees from the offices mentioned above, the result shall be the amount assigned to each Region, Central Office and Industrial Hospital. If one of said offices does not use the money assigned, it shall be cumulative and added to the allotment of the following year.

(h) The **CORPORATION** shall grant the amount of time that is necessary and reasonable without reducing salary or leave when the Committee meets to coordinate the different activities contemplated in the Committee's Regulations. The **CORPORATION** shall grant official time to the regional coordinators when the Committee requires their presence. The Committee shall submit the requests for official time to the Equal Employment and Labor Relations Area at least three (3) days prior to the date it wishes to carry out the meetings.

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30. The parties understand the need to contribute to helping young people develop as productive and useful individuals in our society. It is acknowledged that one of the ways to contribute to this governmental policy is to promote summer employment, therefore the **CORPORATION** agrees to provide said benefit to the children of employees up to a maximum of one hundred and fifty (150) participants in June and one hundred and fifty (150) participants in July. The young people who participate in this program shall be between the ages of 15 and 21 and shall certify their status as current students in an institution that is recognized and accredited by an appropriate authority in the student's place of residence.

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32. The **CORPORATION** acknowledges the public policy of the Commonwealth of Puerto Rico in accordance with Law No. 84 enacted on March 1, 1999, as amended, in order to promote Day Care Centers. To that effect, it agrees to continue developing said program for care of children of employees of the appropriate unit. The **CORPORATION** agrees to pay the costs of care of each of the children of the union members in day care centers accredited by the Department of Family Affairs by issuing vouchers for an amount no greater than three hundred and twenty-five dollars (\$325.00) per month. The parties agree to draft the procedure within ninety (90) days from signing this Agreement to implement this program.

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CERTIFIED TRANSLATION

35. The **CORPORATION** shall grant employees, without loss of pay or reduction in leave days, a reasonable amount of work time, not to exceed one business day, for the employee, alone or accompanied by the delegate, to take any necessary steps before the President of the **UNION** to discuss a complaint or matter related to his or her employee status. The delegate and/or the employee must first exhaust resources in the office to which they are attached to decide their claim in accordance with Complaint and Grievance Procedure in its Administrative Phase. The delegate or employee shall inform the supervisor as to the need to be absent from work and the reason. The President of the **UNION** shall issue a certification to that effect, after carrying out the appropriate meeting. The Human Resources Area shall notify the employee when a certification from the **UNION** has not been accredited as official time, within the thirty (30) days following receipt of the attendance sheet with the appropriate certification.

36. The **CORPORATION** shall reimburse up to five hundred (\$500.00) dollars of attorney's fees for members of the UNION that in the performance of their duties have accidents driving vehicles belonging to the CORPORATION or private vehicles with travel authorization which were exonerated after a trial, upon certification of having incurred the expense.

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52. The **CORPORATION** shall pay annual professional association fees for workers holding positions whose profession or occupation require compulsory membership in a professional association. Payment of membership shall be requested by the employee prior to the date of expiration of the appropriate license. The **CORPORATION** shall pay for membership no later than forty-five (45) days from the date of receipt of the request.



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ARTICLE 33
WORK SCHEDULE

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2. Each hour worked in excess of the daily schedule of seven and a half (7 ½) hours a day shall be compensated at twice the employee's regular hourly rate.

3. Hours worked in excess of the weekly schedule of thirty-seven and a half (37 ½) hours shall be compensated at a double rate, in addition to the regular salary.

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7. Employees covered by this Agreement shall have a break for eating that shall fluctuate between the different groups between half an hour and one hour in accordance with work shifts. If the employees work during their respective eating breaks they shall be entitled to receive compensation at double the regular rate per hour or fraction of an hour worked during the break period. An employee may only work during the break with written authorization from his or her supervisor.

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CERTIFIED TRANSLATION

ARTICLE 35
OCCUPATIONAL ILLNESS OR WORK ACCIDENT

1. Regarding accidents of employees covered by this Agreement during the course and as a consequence of their employment, the same procedure established for cases of other injured parties that are not part of the **CORPORATION** shall be followed in accordance with the provisions of the Work Accident Compensation Act enacted on April 18, 1935, as amended.

2. When an employee is placed on rest or under treatment (T.C.) as a consequence of a work accident, she or he shall be entitled to receive special leave with full pay, discounting the amount of weekly compensation (stipend) for a period of forty-five (45) work days in a period of twenty (20) months, without reducing her or his sick leave, regular vacations or advance leave. In the event of major surgery, the employee shall be entitled to sixty (60) days in a period of twenty (20) months. In the event of hospitalization, the employee shall be entitled to said leave for the duration of the hospitalization. In the event of hospitalization, the employee shall be subjected to periodic evaluations to determine whether she or he is in a condition to return to work.

The periods of time used in medical appointments and physical therapy that are a part of said work accident may be charged to this type of leave, with evidence of appearance, until it runs out.

3. This leave may not be used when hospitalization or rest is a result of an accident occurring while the employee worked for a different employer than the **CORPORATION**. Similarly, this leave may not be used in the event of recidivism, when the original accident occurred while the employee worked for an employer other than the **CORPORATION**.

4. If the **CORPORATION** becomes aware that this special leave does not comply with the terms provided in this Article, it may cancel the leave at any time, after carrying out the appropriate investigation.

5. The **CORPORATION** shall establish the mechanisms and controls deemed prudent and necessary, subject to the provisions of this Article, and the provisions of the Work Accident Compensation Act.

6. If it is determined that the employee was not entitled to this leave, he or she shall be required to reimburse the **CORPORATION** for the days used, starting by reducing regular sick leave and vacation days, respectively. In these cases, the **CORPORATION** shall notify the **UNION** who reserves the right to employ the mechanisms provided by this Agreement to solve the controversies. In situations in which the employee uses up his or her regular sick leave and vacation days, he or she shall reimburse the **CORPORATION** the sum of money equivalent to the days owed.



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7. When it has been established that an employee has made fraudulent or incorrect use of the special leave provided herein, the **CORPORATION** reserves the right to take the appropriate administrative or disciplinary measures.

8. In the event that the **CORPORATION** determines that the employee cannot return to work after having exhausted his or her occupational illness leave, the employee shall be entitled to take his or her sick leave and the other legal benefits.

9. When an employee has a temporary disability that prevents her or him from working, the **CORPORATION** shall reserve the employment for the duration of the disability, as long as it does not exceed two (2) years.

10. Once the **CORPORATION** issues the decision as to medical treatment indicating that the employee is able to return to work, the **CORPORATION** shall offer him or her the opportunity to return to his or her position with the raises, reassignments and other benefits that he or she obtained in his or her position. The employee shall request reinstatement within fifteen (15) days from the date in which he or she was discharged or authorized to work, in order to have the right to reinstatement.

11. Employees covered by this Agreement who have a work accident shall accrue annual vacation and sick leave during their absence for said work accident up to a maximum of forty (40) days. Said accrual shall be calculated from the date of the accident.



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ARTICLE 36
DISABILITY, DEATH OR RETIREMENT BENEFITS

1. The **CORPORATION** shall pay an occupational or non-occupational physical disability benefit of five thousand dollars (\$5,000.00) to any employee who retires due to a disability during the term of this Collective Bargaining Agreement. This compensation shall be paid to the employee within thirty (30) days of retirement from service. This benefit shall be independent of any other benefit to which the employee is entitled. In the event of death, it shall be paid to the employee's heirs.

2. When an employee becomes unable to work and is not entitled to the benefits of the Government Employee Retirement Act, the **CORPORATION** shall pay him or her compensation equal to fifty-five percent (55%) of the salary that he or she earned at the moment he or she became disabled during the term of this Collective Bargaining Agreement, for a maximum period of one (1) year. In the event that the employee can be rehabilitated, the **CORPORATION** shall provide and incur rehabilitation expenses up to a maximum of five thousand dollars (\$5,000.00), regardless of the compensation described above.

3. The **CORPORATION** shall pay employees that retire based on years of service and/or age in accordance with the Retirement Act, compensation equal to thirty percent (30%) of the annual salary that the employee earned at the moment he or she retired, or two hundred and eighty dollars (\$280.00) for each year of service in the **CORPORATION** up to a maximum of thirty (30) years, whichever is greater. In no event shall the employee receive less than five thousand dollars (\$5,000.00).

4. After officially notifying her or his intention to retire, the **CORPORATION** shall pay a pro-retirement salary differential of two hundred and twenty-five dollars (\$225.00) per month, up to a maximum of eight thousand one hundred dollars (\$8,100.00), regardless of any other increases to which she or he is entitled due to collective bargaining or legal provision, to any regular employee covered by this Collective Bargaining Agreement who complies with the following requirements:

- a. Having worked for at least fifteen (15) years in the **CORPORATION**.
- b. Having worked for thirty (30) years or more in the Government of the Commonwealth of Puerto Rico, as certified by the Retirement System.
- c. Having officially notified the Administrator as to her or his final and binding intention to request the merit-based pension benefits, five (5) months prior to the date of effect of her or his retirement.

5. Said payment shall be made by the **CORPORATION** no more than sixty (60) calendar days after the date of retirement of the employee. It shall be subject to the appropriate legal deductions.

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6. This differential shall affect the employee's salary retroactively up to a maximum of thirty-six (36) months prior to the date of retirement.

7. The **CORPORATION** shall suspend monthly contributions to any union members who prior to the effect of this agreement began to receive them. The amount received by the union member shall not be collected by the **CORPORATION** rather it shall be deducted from the global sum or any other retirement benefit to which the employee is entitled.



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ARTICLE 38
CHRISTMAS BONUS

1. Employees covered by this Agreement shall receive a Christmas bonus equal to nine and a half percent (9 ½) of the annual salary earned by the employee during the term of this agreement up to a maximum of thirty-five thousand dollars (\$35,000).

2. For purposes of determining the amount of the Christmas bonus, the annual salary shall be the total salary earned by the employee between December 1st of the previous year and November 30 of the year the bonus is paid.

3. The Christmas Bonus shall not be subject to the deductions for retirement and savings and shall be paid during the first two weeks of December.

4. The provisions of this Article apply to any employee that worked in the **CORPORATION** for at least one hundred and twenty (120) days, regardless of the condition of his or her appointment. Employees who incurred work accidents shall also be entitled to receive the bonus, even if they are on unpaid leave. The bonus for these employees shall be proportional to the salary earned. It is further provided that the time that these employees are on unpaid leave shall be considered as if they were working.

5. When an employee resigns from her or his position or is separated from service for any reason, she or he shall be entitled to receive a bonus proportional to the salary earned during the year corresponding to the payment of her or his bonus. For purposes of calculating the payment, regular vacation days accrued by the employee at the moment of her or his resignation or separation shall be included, as long as they fall within the period established for the bonus.

6. If the employee covered by this Agreement dies after having acquired the rights set forth herein, said bonus shall be payable to his or her heirs.

7. If during the term of this Agreement, the **CORPORATION** negotiates with any other appropriate unit conditions that are superior to those contemplated in this article, the discussion of said article exclusively shall be reopened for the rest of the term of this Agreement.



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ARTICLE 42
SALARY

1. The **CORPORATION** shall grant monthly salary increases to employees covered by this Collective Bargaining Agreement and during its term, as provided below:

- a) \$125.00 on January 1, 2013.
- b) \$125.00 on January 1, 2014.
- c) \$125.00 on January 1, 2015.

2. Personnel recruited on or after the date of effect of this Agreement shall receive the basic salary which corresponds to the current compensation scales. Said employees shall receive the increase provided in this Agreement on January first of each year.

3. Employees who work in part-time shifts (less than thirty-seven and a half (37 ½) hours per week) shall receive the salary increases established herein in proportion to the amount of time worked within their respective part-time shifts and the increases granted in this Collective Bargaining Agreement for employees who work regular full-time shifts.

4. If the Commonwealth of Puerto Rico grants increases that are greater than those established herein for another class covered by the appropriate unit, the **CORPORATION** shall be required to match the salary agreed herein to those granted by the Commonwealth of Puerto Rico.

5. The parties agree that if during the term of this Agreement the **CORPORATION** negotiates salaries with another appropriate unit on a percentage basis, it shall be required to renegotiate the salaries of the last year of the Agreement in effect with the **UNION** on a percentage basis.

6. Unless otherwise provided in Article 33 of this Agreement, the method of payment shall be uniform for all offices. There shall be no privileges in method of payment or delivery thereof for any employee or officer of the **CORPORATION**. No officer may retain payment after the order was given unless he or she has no right to collect it.



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ARTICLE 43
SENIORITY STEPS

1. The **CORPORATION** shall grant a seniority step to all members of the union who have provided uninterrupted service and remain in the appropriate unit as defined in Article 5 of this Agreement, as follows:

- a. Regular employees who as of July 1, 2011 have spent six (6) or more years, but less than twelve (12) shall be granted a seniority step equal to fifty dollars (\$50).
- b. Regular employees who as of July 1, 2011 have spent twelve (12) or more years, but less than twenty-one (21) shall be granted a seniority step equal to sixty dollars (\$60).
- c. Regular employees who as of July 1, 2011 have spent twenty-one (21) or more years, shall be granted a seniority step equal to seventy dollars (\$70).

2. Seniority steps shall be granted on July 1, 2011 and July 1, 2013 and the amount of each seniority step shall be the same granted for each period of years established in paragraph 1 of this Article.

3. Seniority steps shall be granted automatically on the dates indicated, as long as the employee complies with the period of years established in paragraph 1 of this Article.



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ARTICLE 44
ACKNOWLEDGMENT OF SENIORITY

1. The **CORPORATION** shall give an incentive to all union members who provided uninterrupted services and stayed registered in the **UNION** as follows:

- a. Ten (\$10) dollars per month to any employee who as of July 1, 2011 has been in the **CORPORATION** for ten (10) years or more, but less than fifteen (15).
- b. Fifteen (\$15) dollars per month to any employee who as of July 1, 2011 has been in the **CORPORATION** for fifteen (15) years or more, but less than twenty (20).
- c. Twenty (\$20) dollars per month to any employee who as of July 1, 2011 has been in the **CORPORATION** for twenty (20) years or more.
- d. Twenty-five (\$25) dollars per month to any employee who as of July 1, 2011 has been in the **CORPORATION** for twenty-five (25) years or more.
- e. Thirty (\$30) dollars per month to any employee who as of July 1, 2011 has been in the **CORPORATION** for thirty (30) years.

2. If during the term of this Collective Bargaining Agreement, the union employee meets the number of years of service necessary to complete his or her next five-year period, he or she shall receive on that date the difference of an additional five dollars (\$5), except when during the term of this Agreement, the union employee finishes the five-year period corresponding to thirty (30) years of service, in which case the incentive shall be an additional fifteen dollars (\$15) on the date it is finished.

3. Said benefit shall be deemed to enter into effect starting July 1, 2011 through June 30, 2015, the date this Agreement expires.



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ARTICLE 45
FAMILY HEALTH PLAN

1. The parties agree to maintain a Family Health Plan for employees covered by this Agreement, which shall be fully payable by the **CORPORATION**.

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5. The parties agree that the **UNION** shall participate in the design and selection of the single Medical Plan to be negotiated for employees of the **CORPORATION**, through the Medical Plan Committee. The **UNION** shall have two (2) representatives in the Medical Plan Committee of the **CORPORATION**. The **UNION** shall continue to participate in the current Medical Plan until a new selection is made.

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ARTICLE 48
PAYMENT FOR TEMPORARY SUBSTITUTION

1. Temporary substitution is when an employee covered by this Agreement is tasked with temporarily carrying out work from a position that is higher than the one she or he holds or higher level tasks for more than five (5) consecutive business days. In such cases, the **CORPORATION** shall pay, from the date the temporary substitution began, the difference between the basic salary of the position held and the basic salary of the assigned temporary substitution position.

In no event shall the employee receive less than one hundred dollars (\$100) per month. The temporary substitution shall be used in exceptional cases to substitute employees who are using leave to cover service needs or during the time it takes to make a regular appointment after announcing a vacancy in a position, and shall not exceed ninety (90) days. Unless otherwise provided herein, temporary substitution shall not be used in newly-created vacant positions, which shall be filled through job posting within the period provided in Article 9, Appointments, Promotions and Reclassifications, of this Agreement.

In the event that the position available to be posted in accordance with this article involves direct customer service or tasks that should not be interrupted as service would be affected, the **CORPORATION** shall be required to apply this provision.

2. When selecting the employee to carry out the temporary substitution, only the minimum requirements of the position to be carried out and seniority shall be considered.

3. No employee shall carry out temporary work without having been previously authorized in writing by the officer appointed by the **CORPORATION**. When authorizing a temporary substitution, the officer appointed by the **CORPORATION** shall prepare the appropriate documents which state that a substitution is being carried out and its duration. Once the temporary substitution is authorized in the Regions by the Head of Division or Regional Director or her or his authorized representative, it shall be valid for payment.

In the Central Office, once the temporary substitution has been authorized by the Bureau or Office Director, it shall be valid for payment.

In the Industrial Hospital, once the temporary substitution is authorized by the appropriate Department Director or by the Hospital Administrator or his or her authorized representative, it shall be valid for payment.

In any cases in which the need to carry out a temporary substitution cannot be foreseen, the authorization may be given verbally by any of said officers and they shall be required to validate said authorization in writing. The **CORPORATION** shall send a copy of said documents to the President of the **UNION**. For every thirty (30) day period of temporary substitution, the supervisor shall submit a work evaluation. It is further provided that any time worked in positions in the Appropriate Unit shall be considered for purposes of future evaluations for higher positions included therein.

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7. The **CORPORATION** shall be required to carry out payment for temporary substitution within thirty (30) business days.

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APPENDIX I
REGULATIONS FOR VEHICLE FINANCING

A. Legal Basis:

Art. 23 of the Collective Bargaining Agreement provides as follows:

“The **CORPORATION** shall provide financing in accordance with the regulations established to any union member that so requests and qualifies for purchase of a motor vehicle for work use and to the Board of Directors, to the members appointed to the different committees created under this Collective Bargaining Agreement or created by agreement between the parties for the duration thereof and who have been in the position at least six (6) months; and to all union members employed by the **CORPORATION** for twenty-five (25) years or more, as long as the financing does not exceed the number of years left for the employee to reach thirty (30) years of service after evaluating the request.”

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H. Car Insurance

The **CORPORATION** shall contribute twenty-five percent (25%) of the total insurance premium for vehicle physical injury insurance to any union member included in the appropriate unit and who is authorized to use a motor vehicle in official duties of the **CORPORATION**. This contribution shall be carried out in accordance with the following conditions:

- a. The total insurance premium for vehicle physical injury refers to the sum of the premiums for the following coverage: (1) collision and (2) comprehensive. This does not include any premium for public liability coverage or any other type of coverage, which shall be wholly paid by the union member.
- b. The **CORPORATION's** contribution shall be solely as to the Insurance premium described in paragraph a (1-2) and which only insures the union-member's automobile used by her or him for official duties through request and authorization to use private automobile. This benefit shall apply to automobiles financed through the **CORPORATION** and others through other vehicles without debt or financing agencies.
- c. The premiums to be shared by the **CORPORATION** shall be paid in accordance with the rules of austerity governing in the Commonwealth of Puerto Rico and it shall be ensured that the most appropriate premiums are obtained in terms of protection of property and cost. The **CORPORATION** may reject an insurance policy that is not consistent with the rules and criteria described above.
- d. In the event of new and used automobiles, the insurance policy covering physical damage that the automobile may incur shall be obtained and affect the entire period of the automobile financing acquired by the union member.
- e. The insurance policy providing the coverage described in paragraph (a) shall be issued on behalf of the union member of the **CORPORATION** receiving financing and of the **CORPORATION** State Insurance Fund if issued solely on behalf of the union member of the **CORPORATION** with an endorsement containing a loss payment clause on behalf of the **CORPORATION**.

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- f. The insurance policies to be purchased in accordance with this article shall be acquired from insurance institutions authorized to do business in Puerto Rico with economic solvency and prestige in the community of the insurance field.
- g. Interest on insurance required for automobiles financed by the **CORPORATION** shall not be calculated as long as the insurance is included in the amount financed.



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